

3-0172

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

Between

CITY OF JERSEY CITY,

HUDSON COUNTY, NEW JERSEY

and

PATROLMEN'S BENEVOLENT ASSOCIATION,

N.J. WEIGHTS AND MEASURES

LOCAL 203

JANUARY 1, 1974, through DECEMBER 31, 1975

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Institute of Management and
Labor Relations

1976

RUTGERS UNIVERSITY

PREAMBLE

This AGREEMENT entered into this day of
1974, by and between the CITY OF JERSEY CITY, in the County
of Hudson, New Jersey, a municipal corporation of the State
of New Jersey, (hereinafter called the "City"), and the
PATROLMEN'S BENEVOLENT ASSOCIATION, N.J. WEIGHTS AND MEASURES,
LOCAL 203, hereinafter called the "Union"), represents the
complete and final understanding on all bargainable issues
between the City and the Union.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the above local and employees as the sole and exclusive representatives of Weights and Measures Officers covered under this agreement for the purpose of collective negotiations with respect to rates of pay, wages, hours of work and other working conditions.

B. The Title "Assistant Superintendent of Weights and Measures" shall be defined to include the plural as well as the singular, and to include females.

ARTICLE II

MAINTENANCE OF STANDARDS

A. All conditions of employment contained in this Agreement relating to wages, hours of employment and general working conditions presently in effect for employees included in this bargaining unit shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved wherever specific provisions for improvement are made in this Agreement.

B. Proposed new rules or modification of existing rules governing working conditions as stated above, shall be negotiated with the Union before they are established.

ARTICLE III
UNION REPRESENTATIVES

A. Authorized representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances and ascertaining whether or not this Agreement is being observed. When the Union decides to have its representatives enter City facilities or premises, it shall notify the appropriate City representative. Upon entering the facility or premises notice shall be given within a reasonable time and that there shall be no interference with the normal operations of the business of the City government, or normal duties of employees.

B. All meetings between the parties for purposes of negotiations, shall be scheduled whenever possible to take place when the employees involved are free from assigned duties. When, however, the parties mutually determine that a meeting shall be scheduled during the work day, authorized Union negotiating committee members, not to exceed five (5) shall be excused from their normal duties and shall suffer no loss in regular pay thereby.

C. Employees who are elected officers, not to exceed five (5), shall be granted time off to attend municipal employees' conventions and union conventions concerning municipal employees, where authorized by State law.

D. One (1) member of the Union shall be granted time off to attend State meetings and State Legislative Sessions where there are items on the agenda affecting public employees.

ARTICLE III continued:

E. Elected officers and Union delegates not to exceed three (3) shall be granted time off to attend local meetings and caucuses provided operation of the City is not impeded by the granting of such request for time off.

F. The President of the Union, or in his absence, his authorized representative, shall be assigned to special duty, and upon notice to his supervisor shall be permitted time off to administer and enforce the provisions of this Agreement, except in emergencies.

ARTICLE IV

RETIREMENT

A. Employees shall retain all pension rights under the ordinances of the City of Jersey City and the laws of the State of New Jersey.

B. A retiring employee shall receive full vacation time for the year in which he retires.

C. If legislation is passed mandating municipal employees to retire at age 55, with twenty (20) years of service, the City shall enact an appropriate ordinance adopting same.

ARTICLE V

EXTRA CONTRACT AGREEMENTS

A. The City agrees not to enter into any other agreement or contract with its employees, as defined in Article I of this Agreement, individually or collectively which in any way conflicts with the terms, intent and provisions of this Agreement.

ARTICLE VI

NON-DISCRIMINATION

A. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

ARTICLE VII

LEAVE OF ABSENCE

A. A leave of absence, without pay, may be granted for up to six (6) months for good cause to any employee who has been employed for a period of ninety (90) days. Said leave may be extended for good cause to a maximum of an additional six (6) months. A leave of absence may not be unreasonably withheld or denied.

ARTICLE VIII

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Service Department of New Jersey.

ARTICLE IX

BEREAVEMENT OR FUNERAL LEAVE

A. In the event of death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, not to exceed five (5) days.

B. Immediate family shall be defined as follows: Mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, and any relative of employee residing in the employee's household.

C. Reasonable verification of the event may be required by the employer, the City.

ARTICLE X

MILITARY LEAVE

A. Employees employed by the City of Jersey City shall be granted all applicable rights with regard to military leave under the State Statutes and Federal Laws governing same.

ARTICLE XI

WORK HOURS

A. The regular work hours each day shall be consecutive except for interruption for lunch period and coffee breaks. Reference to consecutive hours of work in the balance of this Article shall be construed generally to include lunch periods and coffee breaks.

B. For employees in blue collar positions, the regular work week shall consist of not more than forty (40) hours in any five (5) days, thirty-five (35) working hours and one (1) lunch period per day.

C. For employees in white collar positions, the regular work week shall consist of not more than thirty-five (35) hours in any five (5) days, thirty (30) working hours and one (1) lunch period per day.

D. Except for emergency situations, work schedules shall not be changed unless the Union is notified of such intended change and the City and the Union agree to negotiate with regard to such change. Notice of any intended change shall be given the Union one (1) week prior to the intent to make such change, wherever practical.

E. The regular work week shall be from Monday through Friday for those employees not regularly scheduled to work Saturday and Sunday.

ARTICLE XII

LONGEVITY

A. All employees shall receive longevity payments in addition to their base salary as provided below.

B. Longevity payments shall be made in accordance with the following schedule:

After five (5) years of service	\$ 200.00
After ten (10) years of service	400.00
After fifteen (15) years of service	600.00
After twenty (20) years of service	800.00
After twenty-five (25) years of service	1,000.00

ARTICLE XIII

HOLIDAYS

A. The following thirteen (13) days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election (Nov.) Day
Washington's Birthday	Armistice Day
Good Friday	Thanksgiving Day
Memorial Day	Friday After Thanksgiving
Independence Day	Christmas Day
Labor Day	

B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.

C. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday.

D. If the Mayor and Council of the City of Jersey City declare a special holiday for any other municipal employees, employees in this bargaining unit shall be entitled to such day off as well.

ARTICLE XIV

SENIORITY

A. Seniority is defined as an employee's total length of service with the employer beginning with his date of hire.

B. If two (2) employed are hired on the same date, seniority shall thereafter be determined on the basis of the alphabetical order of their surname.

C. Seniority lists shall be established in the appropriate work unit.

1. In case of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor along with ability to perform and job titles.

ARTICLE XV

CHANGES, SUPPLEMENTS OR ALTERATIONS

A. Any provisions of this Agreement may be changed, supplemented or altered provided both parties mutually agree.

ARTICLE XVI

PERSONAL DAYS

A. Each employee shall receive two personal days off per year, with one additional day in 1976.

ARTICLE XVII

TERMINAL LEAVE

A. 1. Current employees who retire shall receive terminal leave. Such leave shall be computed at the rate of two (2) days for each calendar year of service. Effective January 1, 1974, retiring employees shall receive one (1) additional terminal leave day. Added to such leave shall be any compensatory time off due prior to this agreement and vacation time due which is owed to the retiring employee.

2. All employees hired effective January 1, 1974, shall receive terminal leave to be computed on the basis of 40% of their unused sick leave.

B. Compensation for the accrued vacation and terminal leave time shall be paid at the time of retirement to the employee, unless the employee elects to utilize all accrued terminal leave immediately preceding his retirement.

ARTICLE XVIII
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. No employee within the bargaining unit shall have the right to discuss or resolve any grievance above Step One without the presence therein by the Union, whether such employee is a member or non-member of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City subject Article entitled "Grievance Procedure" A-2.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

ARTICLE XVIII continued:

Step One:

(A) An aggrieved employee or the Union acting at his request, shall institute action under the provisions hereof within twenty (20) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said twenty (20) days shall be deemed to constitute an abandonment of the grievance. The Union must be notified and made a party of each and every grievance and hearing.

(B) The immediate supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

Step Two:

(A) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved, and filed with the Department Director, or his designee, within five (5) days following the determination by the immediate supervisor.

(B) The Department Director, or his designee, shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

(A) If the grievance is not settled through Steps One and Two, either party may refer the matter to the Public Employment Relations Commission within ten (10) days after the determination by the Department Director. An Arbitrator shall be selected pursuant to the rules of the

ARTICLE XVIII continued:

(B) A written answer to said grievance shall be submitted within ten (10) days from the receipt of the grievance by the Business Administrator. In the event the Business Administrator deems it valuable, during the interim ten (10) day period, a meeting may be held between the Business Administrator, the Union and the grievant.

Step Four:

(A) If the grievance is not settled through Steps One, Two and three, either party may refer the matter to Public Employees Relations Commission within ten (10) days after the determination by the Business Administrator. An Arbitrator shall be selected pursuant to the rules of the Public Employees Relations Commission.

(B) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Department Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

(C) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(D) The costs for the service of the Arbitrator shall be borne equally between the City and the Union, if the Union is the moving party, otherwise the grievant shall bear one-half the expense. Any other

ARTICLE, XVIII continued:

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Department Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the service of the Arbitrator shall be borne equally between the City and the Union, if the Union is the moving party, otherwise the grievant shall bear one-half of the expense. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties subject to legal remedies of the parties.

D. Miscellaneous Provisions

1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

ARTICLE XVIII continued:

expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

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1. The Union President, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member or non-member of the Union.

ARTICLE XIX

VACATIONS

A. All permanent employees shall be entitled to the following vacation:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to end of first calendar year	1 working day for each month
1 to 5 years	17 working days
5 to 10 years	20 working days
10 to 15 years	25 working days
15 years and over	30 working days

B. All temporary employees shall be entitled to the following vacation:

Up to end of first calendar year	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

C. Vacation time not granted employees shall accumulate for the next succeeding year only.

D. Upon request at the end of each calendar year the City shall notify the employee of the number of vacation days the employee has due.

E. ~~All permanent employees who retire shall receive a lumpsum~~ payment for all accumulated vacation time, or may utilize such time immediately preceding the date of retirement.

ARTICLE XX

NO-STRIKE PLEDGE

A. The Union will actively discourage and will take whatever affirmative steps must be taken to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action.

B. Nothing contained in this Agreement shall be construed to limit or restrict the City or the Union in their rights to seek and obtain judicial relief as they may be entitled to have in law or in equity for injunction in the event of such breach by the City or the Union, or any other remedy provided by law.

ARTICLE XXI

SICK LEAVE

A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. All permanent employees shall be entitled to one (1) working day for each month of the first calendar year of employment and fifteen (15) working days in each calendar year thereafter.

2. Any amount of sick leave not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purposes as set forth above.

3. The City at the end of each calendar year shall notify the employee of the number of sick days the employee has remaining after deducting sick days used and determining the accumulation of same.

4. All temporary employees shall be entitled to one (1) working day for each month of the first calendar year of employment not to exceed ten (10) work days and ten (10) working days for each calendar year thereafter.

5. Paragraphs 2 and 3 of this Section (B) shall apply to permanent and temporary employees.

ARTICLE XXI continued:

(C) Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within thirty (30) minutes of starting time.
2. Failure to notify the employee's Supervisor or Foreman may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.
3. Absence without notice for five (5) consecutive days shall constitute a resignation.

(D) Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive working days shall be required to submit medical evidence substantiating the illness.
2. The appointing authority may require proof of illness of an employee on sick leave. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.
3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed and proof of same shall be obtained by the City from the Department of Health.
4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the

ARTICLE ~~XXI~~ continued:

City. Such examination shall establish whether the employee is capable of performing his or her normal duties and that the employee's return to duty will not jeopardize the health of other employees.

ARTICLE XXII

INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth.

B. The City shall provide insurance coverage on employees and their personal vehicles when said vehicles are used in the performance of their duties and this shall include liability and collision coverage. Should the employee not have collision coverage, the City will assume coverage to a maximum of \$4,000. Should the employee have liability or collision coverage, the City will pay the difference in premium for each of such coverages. The employee shall obtain from the employee's insurance carrier the difference in premium and present the same to the City.

C. The City shall provide life insurance in the amount of \$5,000 and accidental death and dismemberment insurance in the amount of \$5,000 for each employee up to the age of 65. Thereafter, the amount shall be reduced to \$2,000.

D. Hospitalization. Employees shall receive fully paid Blue Cross, Blue Shield, with Rider J and Major Medical to cover themselves and their dependents. In addition, said coverage, except for Rider J shall be provided to all employees retiring after July 1, 1972, and if legislation permits, prior to July 1, 1972 as well.

E. The City shall supply to employees all necessary legal advice and counsel in the defense of charges filed against them in the performance

ARTICLE XXII continued:

of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgements against said employees from such claims.

F. The City shall have the right to change insurance carriers, so long as substantially similar benefits are provided.

G. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, including false arrest insurance of \$100,000 per man and \$300,000 per incident.

ARTICLE XXIII

OVERTIME

A. Employees working in excess of their regularly scheduled work week shall receive time and one-half for all hours so worked.

B. THERE shall be no compensatory time given in lieu of work that can be considered overtime.

ARTICLE XXIV

WAGES

A. The City agrees to increase the salary of each employee by the following:

<u>1/1/74</u>	<u>7/1/74</u>	<u>1/1/75</u>	<u>7/1/75</u>	<u>10/1/75</u>
500.00	350.00	400.00	250.00	250.00

B. However, no maximum will be increased by more than ten (10%) percent. All employees reaching the maximum will receive a wage apportionment bonus in a lump sum at the end of the contract which will be equal to the amount they would have received if their rate had been increased accordingly.

C. No employee hired after October 1, 1974 shall be entitled to the salary increases provided in paragraph A above until they have had one (1) full year's service with the City.

ARTICLE XXV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XXVI

SAVINGS CLAUSE

A. If any provision of this contract is found to be invalid by Legislation or by a Court or Administrative Agency of competent authority, it shall be deleted from the contract and the remainder of the contract shall remain intact. If the above should occur, the parties shall meet immediately to negotiate a new provision in place of the invalid provision where monetary provisions are involved.

ARTICLE XXVII
DURATION OF AGREEMENT

A. This Agreement shall be effective as of January 1, 1974, regardless of the date executed and shall terminate December 31, 1975.

B. Bargaining for the succeeding year of 1976 shall commence on or about August 1, 1975.

PATROLMEN'S BENEVOLENT ASSOCIATION,
N.J. WEIGHTS AND MEASURES, LOCAL 203

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

BY *Franklin Anone*

Approved BY

[Signature]
NEGOTIATOR

ATTEST:

Isabel J. Spruce

ATTEST:

[Signature]

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 31, 1975